

APPENDIX B
2-5

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AGREEMENT

REC-94 30

THIS AGREEMENT made this 2nd day of August, 1976,

by and between NEW CASTLE COUNTY, a Political Subdivision of the State of Delaware, party of the first part, hereinafter referred to as the "County" and the TOWN OF MIDDLETOWN, an incorporated municipality, party of the second part, hereinafter referred to as the "TOWN".

WHEREAS, the County is constructing a regional sewage system to serve the Middletown-Odessa-Townsend area; and

WHEREAS, the Town desires participation in the regional system;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. The first stage construction of the regional treatment plant has a capacity allocation for the Town of .75 MGD, Average Daily Flow.
2. The County shall construct, at its own cost and expense, a connection to the regional sanitary sewage system to transport the Town's sewage for treatment at the regional facility. The point of connection to the Town's sewage collection system shall be at a point mutually agreeable to the Town and the County.
3. The County shall, at its own cost and expense, install a recording flowmeter of a type acceptable to both parties, which shall be located at a point near where the connection is made to the Town's collector system. The specifications for said meter and the installation thereof shall be approved by both parties. The County agrees that its meter will be checked and certified as to its accuracy, by its manufacturer, at not more than three-year intervals,

at the cost and expense of the County, a copy of which certification shall be addressed to the Town. The Town shall have the right to request that said meter be inspected and certified at more frequent intervals. Inspection shall not be more frequent than each twelve (12) months, barring some unforeseen conditions which may, in the opinion of the Town, cause said meter to be measuring inaccurately.

When special inspections and certifications of the meter are requested by the Town, and such inspections reveal that the meter is accurate within the limits as herein set forth, the Town shall pay the costs thereof. When inspections reveal that the meter is not accurate within the limits as herein set forth, the County shall pay the costs of such inspection and shall immediately have said meter repaired or adjusted. Where inaccuracies are found in the meter, the flow shall be determined or estimated in such a manner as shall be agreed to by both parties.

The meter shall be maintained to an accuracy \pm of 5 percent of the full scale of the meter.

4. The County shall read the meter and sample the effluent for strength characteristics on the first day of each and every month during the term of this Agreement unless said date falls on Sunday or a holiday, in which event the meter shall be read and samples taken on the next succeeding day which is not a holiday. All charts and daily records in connection with the County's meter and samples shall be made available to the Town for examination at any and all reasonable times.

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5. At a later date, the County shall connect Townsend to the regional facility at a location upstream of the meter which records flows from the Town. The flow from Townsend shall be metered and sampled in the same manner as the flows from the Town. The meter recording flows and samples from Townsend shall be maintained in the same manner as the meter recording flows and samples taken from the Town. The meter recording flows from Townsend shall be installed, read and maintained at no cost to the Town. A copy of the meter certification of the Townsend meter shall also be provided to the Town.

6. The meter and the connection shall be of adequate size to handle the present and anticipated flows from the Town and Townsend.

7. The Town shall, at its own cost and expense, maintain and operate its sanitary sewage system upstream from the point of connection.

8. The County shall, at its own cost and expense, maintain and operate its regional sanitary sewage system downstream from the point of connection.

9. The County shall bill the Town for all charges due under the provisions of this agreement quarterly for such charges, and the amount thereof shall be paid within twenty (20) days after the date of such billing. The Town shall have the right to examine and audit any and all records of the County in

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Revise
Pre-treatment

connection with these services.

REC-94 37

10. In consideration for receiving and treating the wastewater from the Town, the Town shall pay the County a sewer service charge based on the charge structure established from time to time by County Council for interjurisdictional contracts for County sewer service. The Town shall pay to the County a sewer service charge based on the actual recorded wastewater flow and strength transmitted to the County at the meter less any recorded flows and strengths attributable from Townsend. Payment to the County will be a rate per 1,000 gallons of metered flow, and a rate per measured pound of BOD (Biological Oxygen Demand) and rate per measured pound of SS (Suspended Solids).

The existing rates in fiscal year 1977 for sewer service to jurisdictions are as follows:

	<u>FY 78</u>	<u>FY 80</u>
Flow \$0.409 per 1,000 gallons	0.529	0.63711
BOD \$0.042 per pound	0.048	0.0550
SS \$0.050 per pound	0.047	0.0567

These rates are based on total County costs related to sewer system and exclude costs attributable to collection system. The rates will be adjusted annually for changes in sewer system costs approved with the County budget.

Thirty days notice shall be given to the Town prior to any anticipated rate changes.

11. In consideration of the County's pre-investment in the regional facility, all users connecting to the Town's sewer system after the Town is connected to the regional system and flow is being transmitted and recorded, shall pay a special connection charge to the County. This special connection charge shall be \$400.00 per single family residence excluding single family dwellings constructed for his use by the owner and \$100.00 per 100 gallons estimated daily flow from all other users. Said special connection charge shall be collected by the Town upon issuance of a sewer connection permit and promptly remitted to the County.

12. If at any time either the Town or the County projects that at any time within the future it will require additional waste treatment capacity from the plant in excess of its capacity under this agreement, it shall request of the other party hereto a projection of the other party's required waste treatment capacity from the Plant. Should the combined projected additional capa-

ilities at any time be projected to exceed the capacities of the Plant, the County shall immediately initiate a study of the feasibility of expansion of the Plant to meet the projected capacity requirements. The cost of any such study shall be borne equally by the Town and the County, unless only one party hereto projects a need for additional guaranteed capacity, in which case the party projecting such need for additional capacity shall bear the entire cost of such study. Should such a study indicate the further expansion of the Plant is not feasible, the capacities of the Plant shall remain as is. The Town shall not exceed its capacities without written consent thereto from the other party. Should such a study indicate that further expansion of the Plant is feasible, the Town and the County shall determine the additional capacity which each will require. Upon such determination being made, the County shall take all necessary action to provide the required facilities. The net cost of construction of any additional capacity, inclusive of all financing costs, shall be allocated in proportion to the additional capacity to be allocated to each; provided, however, that (i) should the construction and operation of any such additional capacity necessitate the addition of wastewater treatment methods or processes not utilized in the original Plant Project, as constructed, in order to comply with any then effective Federal or State requirements regarding effluent or water quality, or (ii) should the addition of wastewater treatment methods or processes not utilized in the original Plant Project, as constructed, be required by changes in the Federal or State requirements regarding effluent or water quality in effect on the date hereof, then in each such case the net cost of construction necessitated by the addition of such wastewater treatment methods or processes, inclusive of all financing costs, shall be allocated in proportion to the total capacity of the Plant to be allocated to each.

LHO J DUGAN, Jr. Recorder

2:21 PM

Aug-4-1917

REC'D FOR RECORD

13. This Agreement shall be binding upon the parties, and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized agents the day and year above written.

NEW CASTLE COUNTY

Witness

COUNTY EXECUTIVE

TOWN OF MIDDLETOWN

Witness

(SEAL)